

PART 19 - Unbundled Network Elements and Number
Portability
SECTION 1 - General

8th Revised Sheet No. 1
Cancels
7th Revised Sheet No. 1

1. GENERAL

A. DESCRIPTION

Unbundled Network Elements and Number Portability are only available to telecommunications carriers for use in the provision of a telecommunications services within the LATA to the telecommunications carriers end users or payphone service providers as specified and to the extent required by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("the Act") and the rules and regulations of the Federal Communications Commission, the Illinois Public Utilities Act as amended effective June 30, 2001 ("Illinois PUA" or "IL PUA") and the rules and regulations of the Illinois Commerce Commission.

The Company intends that this tariff fully complies with the Company's obligations under the Illinois Public Utilities Act as amended effective June 30, 2001 ("Illinois PUA"). The Company has filed this tariff under compulsion of the Illinois Public Utilities Act, including as amended by Illinois Public Law 92-0222, and at the direction of the Illinois Commerce Commission, and specifically reserves any and all rights and remedies it may have relating to possible challenges to Illinois Public Law 92-0222 and this tariff under state and federal law, including federal preemptive law. In addition, the Company reserves its right to withdraw this tariff in accordance with any applicable law, including but not limited to the decision of the United States Court of Appeals for the 7th Circuit in *Wisconsin Bell v. Bie*, Nos. 02-3854 and 02-3897 and the decision of the Appellate Court of Illinois in *Illinois Bell v. Illinois Commerce Commission*, Case Nos. 3-02-0738 and 3-02-0920 (Consolidated).

(N)

(N)

In the event that any of the rates and/or other provisions in this Tariff, or any of the laws or regulations that were the basis or rationale for such rates and/or other provision in this Tariff, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the Company fully reserves its rights to withdraw, conform, and/or otherwise alter this Tariff or any part hereof, including any rate and/or other provision, consistent with any action of such regulatory or legislative body or court. Such withdrawal, confirmation, and/or other alteration shall become effective upon its filing with the Commission or as soon thereafter as legally permitted and, absent a contrary ruling by the Commission or agreement between the Parties, shall relate back to the effective date of such regulatory, legislative, or court action. Without limiting the general applicability of the foregoing, it applies to *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct 721 (1999), *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), and the Eighth Circuit opinion in *Iowa Utilities Bd. v. FCC*, No. 96-3321, 2000 WL 979117 (8th Cir. July 18, 2000) (invalidating the costing/pricing rules adopted by the FCC in its First Report and Order in *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996) (e.g., 47 C.F.R. § 51.501, et seq.)), and any FCC subsequent remand proceedings.

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Original Sheet No. 1.1

1. GENERAL (cont'd)

A. DESCRIPTION (cont'd)

TELRIC based rates in this tariff, are based on the FCC's TELRIC pricing methodology mandated by the Federal Communications Commission in its First Report and Order in Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 11 FCC Rcd 15499 (1996) (e.g., 47 C.F.R. § 51.501, et. Seq.). In light of the Eight Circuit opinion in *Iowa Utilities Bd. v. FCC*, No. 96-3321, 2000 WL 979117 (8th Cir. July 18, 2000) (invalidating those FCC costing/pricing rules as being contrary to the Act), the rates are interim only. Upon rates being set pursuant to the costing/pricing standard of the Act (including under lawful rules adopted in any FCC remand proceeding), those successor rates shall relate back to the effective date of this Tariff. With the Tariff, the Company is not accepting, or otherwise waiving its objections to, the FCC's TELRIC costing/pricing standard and/or any rate based thereon (including those in Part 19), and is not otherwise waiving any of its rights, remedies, or arguments with respect to any regulatory or court decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or the Company's rights under this provision.

(N)

This Part applies to Unbundled Network Elements and Number Portability provided by Ameritech Illinois hereafter referred to as the "Company."

(N)
/1/

General Regulations as found in Part 2 of this tariff apply to this Part unless otherwise specified in this Part. The term "customer," which appears in Part 2 General Regulations of this tariff, is the equivalent of the term "telecommunications carrier" as defined by the Act and used in this Part (sometimes referred to herein as Carrier). Any references in this Part to service descriptions contained in other Parts of this tariff shall include all definitions. Unless expressly provided to the contrary herein, however, such references do not incorporate the terms, conditions, or rates and charges contained in the referenced material. Where service descriptions use the terms "customer" or "subscriber," such terms shall be deemed to mean:

/1/

/1/ Material formerly appeared on 2nd Revised Sheet No. 1 in this Section.

Pursuant to SBC/Ameritech Merger Conditions in Ill. C.C. Docket No. 98-0555 dated September 23, 1999

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Portability
SECTION 1 - General

Original Sheet No. 1.2

1. GENERAL (cont'd)

A. DESCRIPTION (cont'd)

- "Telecommunications carrier" (as defined in this Part) when the context concerns ordering service including requesting repair, including authorization for the dispatch of service technicians to the telecommunications carrier's end-user's premises and performance of any premises work; and billing responsibility for the provision of service ordered by telecommunications carrier, and the use, activation, or premature termination of service by telecommunications carrier.
- "Telecommunications carrier's end-user" (as defined in this Part) when the context concerns the definition of: the service location (premises); the configuration and sizing of the telecommunications system, or network, including any aspects or capabilities of service, or how it is used, activated, or accessed.

/1/

/1/

/1/ Material formerly appeared on 2nd Revised Sheet No. 1 in this Section.

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PART 19 - Unbundled Network Elements and Number
Portability
SECTION 1 - General

8th Revised Sheet No. 2
Cancels
7th Revised Sheet No. 2

1. GENERAL (cont'd)

A. DESCRIPTION (cont'd)

This Part contains a schedule of rates and regulations applicable to Unbundled Network Elements and Number Portability. Currently the following types of Unbundled Network Elements and Number Portability are available:

Unbundled Loops and HFPL ^{/1/}	- Section 2	
Unbundled Local Switching	- Section 3	
Vacant	- Section 4	
Unbundled Tandem Switching	- Section 5	
Vacant	- Section 6	
Unbundled Directory Assistance	- Section 7	
Unbundled Operator Services	- Section 8	
Access to SS7	- Section 9	
Access to 800 Database	- Section 10	
Access to LIDB Database	- Section 11	
Unbundled Interoffice Transport	- Section 12	
Access to AIN Databases	- Section 13	
Unbundled Local Switching with Interim shared Transport	- Section 14	
Provision of Combinations of Network Elements ^{/1/}	- Section 15	
Unbundled Sub-Loops	- Section 16	
Access to Customer Name Database	- Section 17	
Unbundled Dark Fiber	- Section 18	
Vacant	- Section 19	
Provision of Enhanced Extended Loop (EEL) and Other		(N)
Non-Switched Combinations of Unbundled Network	- Section 20	(N)
Elements ^{/1/}	- Section 21	
Unbundled Local Switching with Shared Transport ^{/1/}	- Section 22	
Vacant		

/1/ The company has filed this tariff under compulsion of the Illinois Public Utilities Act, including as amended by Illinois Public Act 92-0022, and specifically reserves any and all rights and remedies it may have relating to possible challenges to Illinois Public Act 92-0022 and this tariff under state and federal law, including federal preemption law.

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6th Revised Sheet No. 2.1
Cancels
5th Revised Sheet No. 2.1

1. GENERAL (cont'd)

A. DESCRIPTION (cont'd)

The unbundled network element services provided in this section are exclusively for use by "telecommunications carriers" for the provision of telecommunications service as defined by and to the extent required by the Act and the IL PUA. The Company will provide sufficient unbundled network element capacity to meet the requesting telecommunications carrier's network unbundling needs where sufficient capacity exists within the Company's network and is technically feasible. Where insufficient capacity exists to meet the requesting telecommunications carrier's technically feasible network unbundling needs, the telecommunications carrier may request that additional capacity be added via the "Bona Fide Request" Process or, as appropriate, may request that additional capacity be added pursuant to the Commission's Order in Docket No. 99-0593 as long as such order remains effective.

The following tariffs contain rates approved by the Illinois Commerce Commission as being compliant with the TELRIC requirements of the Telecommunications Act of 1996 and the directives of the Federal Communications Commission. Consistent with the negotiation process required by the Telecommunications Act of 1996, the tariffs are only available to carriers that enter into an interconnection agreement with SBC or those carriers that currently have an interconnection agreement with SBC, depending on the provisions contained therein.^{/1/}

(N)
|
(N)

If a telecommunications carrier with an interconnection agreement is permitted to purchase the unbundled network elements (UNEs) or UNE combinations offered under Section 15, 20 or 21 of this tariff, that telecommunications carrier shall submit written notice to the Company if it decides to purchase from one or more of those tariffs, with the notice specifying the particular tariff(s). Each of those tariffs is non-severable and indivisible. Following the Company's receipt of such a written notice, such tariff(s) (including its rates) set forth in the notice shall apply on a prospective basis only, and apply in accordance with its terms to UNEs and/or UNE combinations already being purchased and those subsequently purchased by the telecommunications carrier, beginning 5 business days after the Company's receipt of the notice. An eligible telecommunications carrier that has previously provided notice of its decision to purchase under Section 15, 20 or 21 of this tariff may change that direction upon subsequent written notice to the Company of that change, which notice shall be provided, and shall be subsequently and prospectively effective, in the same manner as described above.

/1/ This paragraph is included, as written, per the ICC's Order dated June 9, 2004, in Ill. C.C. Docket No. 02-0864.

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SECTION 1 - General

7th Revised Sheet No. 3
Cancels
6th Revised Sheet No. 3

1. GENERAL (cont'd)

A. DESCRIPTION (cont'd)

A "Bona Fide Request" (hereafter referred to as BFR), as referenced in this tariff, is a telecommunications carrier's written request to the Company to provide:

- an unbundled network element or combinations of unbundled network elements not considered ordinarily combined that are not currently offered in the tariff, (C)
- a different level of quality of an element than that the Company currently provides to itself, or (C)
- a customized element for features, capabilities, functionalities or unbundled network elements not currently otherwise provided under this tariff. (C)

The information required for the BFR includes but is not limited to a technical description of each requested feature, capability, functionality or unbundled network element requested. (C)

The Company will provide interconnection or access to unbundled network elements, for the provision of telecommunications service, at other technically feasible points within the Company's network on a BFR basis. (C)

In order to request unbundled network elements that are ordinarily combined and not provided for in the tariff, the request should be made via the BFR-OC process. See "Bona Fide Request for an Ordinarily Combined Combination" set forth below for a description of this process. (N)

The Company will acknowledge receipt of the BFR to the Commission and the requesting telecommunications carrier within ten business days after receipt of the BFR. The Company will notify both the Commission and the requesting telecommunications carrier each time additional information is requested by the Company to establish a complete BFR. The notice will identify the additional information that is required. The requesting telecommunications carrier is responsible for supplying any additional related information needed by the Company to complete its BFR. Notification will not be initiated until all information required by the Company to process such a request is received. For each BFR, the Company will notify the Commission and the requesting telecommunications carrier within 30 calendar days of receipt of the complete BFR whether the Company will accept or reject the BFR. For each complete BFR accepted by the Company, the Company will provide the Commission and the requesting telecommunications carrier within 30 calendar days of receipt of the complete BFR a Preliminary Analysis (i.e., a high level estimate of the rate for the BFR).

(N)
/1/

/1/ Material now appears on Original Sheet 3.01 in this Section.

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PART 19 - Unbundled Network Elements and Number
Portability
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Original Sheet No. 3.01

1. GENERAL (cont'd)

A. DESCRIPTION (cont'd)

If the requesting telecommunications carrier notifies the Company within 30 calendar days of receipt of the Company's Preliminary Analysis that the requesting telecommunications carrier wants the Company to proceed with development of the BFR, the Company will provide both the Commission and the requesting telecommunications carrier a Final Quote within 90 calendar days of receipt of the requesting telecommunications carrier's written notification to proceed with the Final Quote. The Final Quote will include a price quote, a firm delivery date, and any necessary terms and conditions. The Company will provide both the Commission and the requesting telecommunications carrier with a complete explanation of the grounds for any denial of any BFR within 30 days of receipt of a complete BFR.

(N)

A "Bona Fide Request for an Ordinarily Combined Combination" (hereafter referred to as BFR-OC), as referenced in this tariff, is a telecommunications carrier's written request to the Company to provide an ordinarily combined combination of unbundled network elements not specifically identified in the tariff.

/1/

A telecommunications carrier who submits a BFR-OC shall provide:

- a technical description of each requested feature, capability, functionality or unbundled network element requested including specification of what UNEs the telecommunications carrier requests the Company to combine, or
- a service provided by the Company that the telecommunications carrier wishes to provide through an ordinarily combined combination of UNEs. This includes retail services provided by the Company that may be requested, on a UNE basis.

The Company will notify both the Commission and the requesting telecommunications carrier each time additional information is requested by the Company to establish a complete BFR-OC request. The notice will identify the information that is required. The telecommunications carrier is responsible for supplying the requested information and any related information needed to complete its BFR-OC request.

/1/

/1/ Material formerly appeared on 6th Revised Sheet 3 in this Section.

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PART 19 - Unbundled Network Elements and Number
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SECTION 1 - General

Original Sheet No. 3.1

1. GENERAL (cont'd)

(N)

A. DESCRIPTION (cont'd)

For all requests submitted via the BFR-OC process, the Company will notify the requesting telecommunications carrier within 10 calendar days of receipt of the complete BFR-OC whether the Company will accept or reject the BFR-OC.

The Company will acknowledge receipt of the BFR-OC to the Commission and the requesting telecommunications carrier within two calendar days of receipt of the complete BFR-OC, and will continue to notify the Commission and the requesting telecommunications carrier within two calendar days of the Company's completion of each step in the handling of the BFR-OC. Notification will not be initiated until all BFR-OC information required by the Company is received.

For each complete BFR-OC accepted by the Company, the Company will provide the requesting telecommunications carrier within 30 calendar days of receipt of the BFR-OC a preliminary analysis (i.e., a high level estimate of the rate for the requested UNE combination), together with general terms and conditions that apply to the offering.

If the requesting telecommunications carrier notifies the Company within 30 calendar days of receipt of the Company's preliminary analysis that the requesting telecommunications carrier wants the Company to proceed with development of the "ordinarily combined" UNE, the Company will provide the requesting telecommunications carrier a Final Quote within 60 calendar days of receipt of the notification to proceed. The Final Quote will include a price quote, a firm delivery date, and any necessary terms and conditions.

Both the Commission and the requesting telecommunications carrier will be provided with a complete explanation of the grounds for any denial of any request within two days of the decision being reached. The notice should include at a minimum, the statutory grounds for denial, the factors that went into the decision that grounds for denial existed and the person or persons who participated in reaching the decision to deny the request, including an indication of who the ultimate decision maker was. If the BFR-OC is rejected, the telecommunications carrier may, at its option, resubmit the request as a standard BFR, according to the provisions of the requesting telecommunications carrier's interconnection agreement, or in the absence of an approved interconnection agreement according to the provisions of Part 19, Section 1 of ILL. C.C. Tariff No. 20.

The Company will waive its standard fees associated with the costs for in the case of a BFR-OC.

(N)

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1. GENERAL (cont'd)

(N)

A. DESCRIPTION (cont'd)

None of the time periods shall begin to run until all BFR-OC information required by the Company is received.

Schedule of Rates Process for Proposed Orders under 220 ILCS/5/13-801(i)

The purpose of this section is to inform telecommunications carriers of the single point of contact and the process for the Company to provide a schedule of rates that pertains to a proposed order identified for the matters covered by 220 ILCS 5/801.

Requests made under that statute to the Company should be received via fax between the hours of 7:00 a.m. Central time and 6:00 p.m. on business days at:

Fax number: **1-888-435-0134**

For any request, the carrier must submit the following information, at a minimum, typed:

- Service type (UNE, Access)
- A designation that the rate schedule be based on Tariff rates or the rate schedule from the telecommunications carrier's interconnection agreement
- For UNE Requests
 - UNE-P
 - UNE loop functionality type (xDSL, HFPSL, 2W, 4W, Analog, Digital, etc.)
 - End-User Address
 - Collocation
- Ancillary UNEs or Services (SS-7, OS/DA, E911, etc.)

Also include a return fax number to which the Company can send a response and any other written communications about your request, and the name and telephone number of a contact who can provide additional information and otherwise discuss the request.

A Company single point of contact and the particular manner by which such requests are made is necessary to provide the Company with a reasonable opportunity to respond within the two(2) business day objective. Failure to send a request in this manner, or if the proposed order is incomplete, unclear, or illegible, may prevent the Company from responding promptly or accurately. The date that the request is received will not be counted in calculating the response time.

(N)

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Original Sheet No. 3.3

1. GENERAL (cont'd)

(N)

A. DESCRIPTION (cont'd)

Schedule of Rates Process for Proposed Orders under 220 ILCS/5/13-801(i)
(cont'd)

After a Schedule of Rate request is received, the Company will confirm its receipt to your designated representative at the fax number provided in your request, and will provide a Company representative to act as contact.

Schedule of Rates provided in response will not include applicable service order charges.

Neither this process nor a schedule of rates provided in response to a request (i) constitute an offer to fulfill the proposed order or any indication of whether the Company can actually fill or complete such an order if actually submitted to the Company as an order, or could do so without incurring construction and work activities that might entail additional charges (e.g., a response does not indicate that the Company has checked the availability of facilities or space to determine whether it could accept or complete any such order), (ii) constitute an admission that 220 ILCS 5/13-801(i) applies to any specific request, or (iii) constitute a waiver of any of the Company's rights, or an amendment, a modification of or otherwise affect the provisions of, any applicable tariff or agreement.

(N)

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PART 19 - Unbundled Network Elements and Number
Portability
SECTION 1 - General

3rd Revised Sheet No. 4
Cancels
2nd Revised Sheet No. 4

1. GENERAL (cont'd)

B. TERMS AND CONDITIONS

Responsibility of the Company

The Company is not responsible to the telecommunications carrier if necessary changes in protection criteria or in any of the facilities, operation, or procedures of the Company render any facilities provided by a telecommunications carrier obsolete or render modification of the telecommunications carrier's equipment necessary.

The Company shall not separate unbundled network elements that are currently combined, except where necessary to provide the unbundled network elements or services requested or otherwise at the explicit direction of the requesting carrier.

(N)

(N)

Quality of Unbundled Network Elements

The quality of unbundled network elements (UNEs) that the Company provides, as well as the access provided to UNEs, will be equal between all carriers requesting access to that element. Where technically feasible, the access and unbundled network element provided by the Company will be provided in substantially the same time and manner to that which the Company provides to itself or to any subsidiary or affiliate. In those instances where provisioning intervals are specifically addressed by Section 13-801(d)(5) of the Illinois Public Utilities Act, the Company will provide UNEs consistent with the PUA and existing Commission orders.

(N)

$$(N)$$

(D)

(D)

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PART 19 - Unbundled Network Elements and Number
Portability
SECTION 1 - General

Original Sheet No. 4.1

1. GENERAL (cont'd)

/2/ (N)

B. TERMS AND CONDITIONS (cont'd)

Quality of Unbundled Network Elements (cont'd)

Network Element Performance Benchmarks^{/1/}

Provisioning of Unbundled Network Elements

The telecommunications carrier shall request unbundled Network Elements from the Company by delivering to the Company a valid electronic transmittal service order (a "Service Order") using the Company designated interface. Company shall provision such services to telecommunications carrier Monday through Friday from 8:00 a.m. to 5:00 p.m. CST.

If the telecommunications carrier submits a Service Order for unbundled Network Elements via a method other than the Company's electronic interface, the provisioning intervals set forth below shall not apply. Instead, the Company shall assign intervals that are no less favorable than the intervals the Company assigns to itself, its subsidiaries, affiliates, or another entity that submits order for unbundled network elements via a method other than the Company's electron interfaces.

Requests for maintenance or repair of unbundled Loops are initiated using the industry standard "electronic bonding" interface ("EBI") and are handled by the Company's Unbundled Service Center ("USC").

(N)

/1/ As more specifically described in the Application for Rehearing filed on behalf of Ameritech Illinois in Ill. C.C. No. 96-0486 on March 9, 1998, the Commission's requirement that Ameritech Illinois tariff Service Quality Standards violates both the structure of the Telecommunications Act of 1996 and the Eighth Circuit Court of Appeals decision in Iowa Utilities Board. While not waiving its right to appeal all aspects of the commission's requirement, the Company has filed the Network Elements Performance Benchmarks as the only material clearly referred to in the Commission's Analysis and Conclusion appearing at page 127 of the Order that apply to unbundled network elements.

/2/ Material now appears in Part 19, Section 2.

Pursuant to Second Interim Order in Ill. C.C. Docket Nos. 96-0486/0569 Consolidated, dated February 17, 1998.

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PART 19 - Unbundled Network Elements and Number
Portability
SECTION 1 - General

1st Revised Sheet No. 4.2
Cancels
Original Sheet No. 4.2

1. GENERAL (cont'd)

B. TERMS AND CONDITIONS (cont'd)

Quality of Unbundled Network Elements (cont'd)

Network Element Performance Benchmarks (cont'd)

(C)

Provisioning of Unbundled Loops

(D)

(D)

The provisioning and installation interval for UNE Loops, where no conditioning is required (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a UNE Loop), will be the same as those provided in ILL. C.C. NO. 20, Part 2, Section 11, Sheet No. 220, or the provisioning and installation interval applicable to the Company's advanced service affiliate's UNE Loops, whichever is less.

(N)

The provisioning and installation intervals for UNE Loops where conditioning is requested or outside plant rearrangements are necessary, as defined above, will be ten (10) business days, or the provisioning and installation interval applicable to the Company's advanced services affiliate's end user customer release during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

(N)

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PART 19 - Unbundled Network Elements and Number
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Original Sheet No. 4.3

1. GENERAL (cont'd)

/2/ (N)

B. TERMS AND CONDITIONS (cont'd)

Quality of Unbundled Network Elements (cont'd)

Network Element Performance Benchmarks^{/1/} (cont'd)

Unbundled Local Switching

Within forty-eight (48) hours of the Company's receipt of a Service Order, the Company shall provide the telecommunications carrier the firm order commitment ("FOC") date by which the Unbundled Local Switching ports covered by such Service Order will be installed.

Unbundled Local Transport

Company shall provision unbundled local transport in accordance with the following intervals:

- | | |
|----------------------------------------|-----------------|
| • DS1 Unbundled Local Transport | |
| Facilities Available completed on time | 7 Business days |
| Facilities or Force not available | Negotiated |
| • DS3-Unbundled Local Transport | Negotiated |
| • OCN-Unbundled Local Transport | Negotiated |

(N)

/1/ As more specifically described in the Application for Rehearing filed on behalf of Ameritech Illinois in Ill. C.C. No. 96-0486 on March 9, 1998, the Commission's requirement that Ameritech Illinois tariff Service Quality Standards violates both the structure of the Telecommunications Act of 1996 and the Eighth Circuit Court of Appeals decision in Iowa Utilities Board. While not waiving its right to appeal all aspects of the commission's requirement, the Company has filed the Network Elements Performance Benchmarks as the only material clearly referred to in the Commission's Analysis and Conclusion appearing at page 127 of the Order that apply to unbundled network elements.

/2/ Material now appears in Part 19, Section 2.
Pursuant to Second Interim Order in Ill. C.C. Docket Nos. 96-0486/0569 Consolidated, dated February 17, 1998.

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PART 19 - Unbundled Network Elements and Number
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1st Revised Sheet No. 4.4
Cancels
Original Sheet No. 4.4

1. GENERAL (cont'd)

B. TERMS AND CONDITIONS (cont'd)

Quality of Unbundled Network Elements (cont'd)

Network Element Performance Benchmarks^{/1/} (cont'd)

The Company shall provide the telecommunications carrier access to its unbundled Loops at each of the Company's Wire Centers.

(D)

(D)
/3/

The Company shall be required to make available Network Elements only where such Network Elements, including facilities and software necessary to provide such Network Elements, are available. If the Company makes available Network Elements that require special construction, the telecommunication carrier shall pay to the Company any applicable special construction charges as stated in Part 2, Section 5, Sheets 1 and 2 of this Tariff with the exception of conditioning charges as stated in Part 19, Section 2, Sheet 8.1. A facility is considered available if the facility requested is located in an area presently (i.e., at the time at which a facility is requested) served by Ameritech Illinois.^{/2/}

(C)
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(C)

/1/ As more specifically described in the Application for Rehearing filed on behalf of Ameritech Illinois in Ill. C.C. No. 96-0486 on March 9, 1998, the Commission's requirement that Ameritech Illinois tariff Service Quality Standards violates both the structure of the Telecommunications Act of 1996 and the Eighth Circuit Court of Appeals decision in Iowa Utilities Board. While not waiving its right to appeal all aspects of the commission's requirement, the Company has filed the Network Elements Performance Benchmarks as the only material clearly referred to in the Commission's Analysis and Conclusion appearing at page 127 of the Order that apply to unbundled network elements.

/2/ Certain prices, terms and conditions concerning the availability of unbundled network elements and special construction charges were ordered by the Illinois Commerce Commission in Docket 99-0593. The Commission's decision is subject to rehearing and appeal.

/3/ Material now appears on Original Sheet No. 4.7 in this Section.

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PART 19 - Unbundled Network Elements and Number
Portability
SECTION 1 - General

Original Sheet No. 4.5

1. GENERAL (cont'd)

(N)

B. TERMS AND CONDITIONS (cont'd)

All rates and charges quoted elsewhere in this tariff provide for the furnishing of unbundled network elements when (1) suitable facilities are available, and (2) the revenue to be derived from the service is sufficient to warrant the Company assuming the usual cost of providing the necessary facilities. If these conditions are not met, the provisions of this section apply in addition to those quoted elsewhere in this tariff.

Special Construction Charges as specified are applicable to the provisioning of an available facility, whenever any of the following conditions are met:

- When, at the request of the customer, the Company constructs facilities to provide service where there is no other requirement for the facilities so constructed, the customer shall pay the cost of such construction except as outlined following.
- When, at the request of the customer, the Company constructs facilities of a type other than that which the Company would otherwise construct in order to provide service, the customer shall pay the excess construction cost over that which the Company would have ordinarily incurred.
- When, at the request of the customer, construction by the Company involves a routing for facilities other than that which the Company would normally use in order to provide service, the customer shall pay the excess construction cost over that which the Company would have ordinarily incurred.
- When, at the request of the customer, the Company constructs temporary facilities to provide service for a period during which permanent facilities are under construction, the customer shall pay the cost of constructing the temporary facilities.
- When, at the request of the customer, the Company constructs a greater quantity of facilities than that which the Company would otherwise construct in order to fulfill the customer's initial requirements for service, the customer shall pay the excess construction cost over that which the Company would have ordinarily incurred.

(N)

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1. GENERAL (cont'd)

(N)

B. TERMS AND CONDITIONS (cont'd)

Special Construction Charges as specified are applicable to the provisioning of an available facility, whenever any of the following conditions are met: (cont'd)

- When, at the request of the customer, the Company expedites construction of facilities at a greater expense than would otherwise be incurred, the customer shall pay the excess construction cost over that which the Company would have ordinarily incurred.
- When, at the request of the customer, a rearrangement, move or replacement of existing facilities is made, the Customer shall pay the charges outlined following.
- When, at the request of the customer, a service is required where the revenue to be derived is not sufficient to warrant the Company assuming the unusual cost of providing the necessary service, the customer may be required to pay all or a portion of such cost.
- When, at the request of the customer, service is required at locations that may present hazards to personnel or communications equipment, the customer shall pay the full cost of providing any protection equipment required to minimize such hazard.

(N)

PART 19 - Unbundled Network Elements and Number
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SECTION 1 - General

Original Sheet No. 4.7

1. GENERAL (cont'd)

B. TERMS AND CONDITIONS (cont'd)

Special Construction Charges will include all cost allocable to the special construction performed in providing the requested service. These charges will include any of the following items, depending upon circumstances involved:

- Labor and materials
- Supervision
- Operating expenses, e.g., maintenance, administrative, etc.
- Return on investment
- Allocable taxes
- Revenue expense
- Charges associated with construction provided by another telephone company
- Charges for securing private right-of-way
- Charges for securing use of poles and pole line attachments
- Equipment or space rental
- Expenses made necessary by damages caused by the customer or his agents
- Expenses made necessary by damages caused by water freezing in improperly drained customer-provided conduits
- Any other identifiable associated cost.

Calculation of Charges

Customer shall be notified in writing whether special construction charges are required, within 48 hours of receipt of the customer's order. Prices for special construction shall be included in such notification. Prices shall be based on the best information available at the time such notification is prepared.

Notwithstanding anything to the contrary in this tariff, the provisioning intervals set forth under Network Element Performance Benchmarks shall not apply to unbundled Loops provided under this paragraph.

(N)

(N)

/1/

/1/

/1/ Material formerly appeared on Original Sheet No. 4.4 in this Section.

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PART 19 - Unbundled Network Elements and Number
Portability
SECTION 1 - General

3rd Revised Sheet No. 5
Cancels
1st Revised Sheet No. 5

1. GENERAL (cont'd)

/1/ (N)

B. TERMS AND CONDITIONS (cont'd)

Responsibilities of the Telecommunications Carrier

The telecommunications carrier is solely responsible to obtain a signed letter of authorization from the end-user for the handling of the disconnection of the end-user's service with the Company and the telecommunications carrier's provision of service to the end-user using Unbundled Network Elements or Number Portability. Should a dispute or discrepancy arise regarding the authority of the telecommunications carrier to act on behalf of the end-user, the telecommunications carrier is responsible for providing a signed letter of authorization as evidence of its authority to the Company. In the event that the telecommunications carrier is unable to provide such authorization, the Company may either refuse to disconnect the end-user's service and establish Unbundled Network Elements or Number Portability, as requested by the telecommunications carrier or, where the conversion from end-user to Unbundled Network Elements or Number Portability has already occurred, may choose to restore the end-user's prior service with the Company and terminate Unbundled Network Elements or Number Portability for that particular end-user. In such event, the telecommunications carrier is responsible to compensate the Company for the Company's cancellation costs as if the end-user's service had not been disconnected and Unbundled Network Elements or Number Portability had not yet been established or to pay all applicable restoral costs for terminating the Unbundled Network Elements or Number Portability and restoring the end-user's prior service with the Company.

Telecommunications Carrier Contact Numbers

The Telecommunication Carrier shall be responsible for providing to its end-users a telephone number or numbers that the telecommunications carrier's end-users can use to contact the telecommunication carrier in the event of service or repair requests. In the event that the telecommunications carrier's end-users contact the Company with regard to such requests, the Company shall inform the telecommunications carrier's end-users that they should call their telecommunications carrier.

(N)

/1/ Material now appears in Part 19, Section 2.

Pursuant to Second Interim Order in Ill. C.C. Docket Nos. 96-0486/0569 Consolidated, dated February 17, 1998.

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1. GENERAL (cont'd)

/1/ (N)

B. TERMS AND CONDITIONS (cont'd)

Branding

Telecommunications carriers may not, without the Company's written authorization and except as provided for in Sections 7 and 8 of this Part, offer Unbundled Network Elements under any of the brand names of the Company or any of its affiliates, nor may any telecommunications carrier state or imply that there is any joint business association or any similar arrangement with the Company in the provision of telecommunications services to the telecommunications carrier's end-users. Company may brand services under this Part with its own brand name but will not provide for telecommunications carrier branding of those services.

Use of Service

Unlawful Use of Service

Service shall not be used for any purpose in violation of law. The telecommunications carrier, and not the Company, shall be responsible to ensure that telecommunications carrier and its end-users' use of the services provided hereunder complies at all times with all applicable laws. The Company may refuse to furnish service to a telecommunications carrier applicant or shall disconnect the service of a telecommunications carrier or as appropriate the telecommunications carrier's end-user when:

- An order is issued by a court, the Illinois Commerce Commission or any other duly authorized agency, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- The Company is notified in writing by a Law Enforcement Agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

(N)

/1/ Material now appears in Part 19, Section 2.

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PART 19 - Unbundled Network Elements and Number
Portability
SECTION 1 - General

17th Revised Sheet No. 6.1
Cancels
16th Revised Sheet No. 6.1

1. GENERAL (cont'd)

/1//2/

B. TERMS AND CONDITIONS (cont'd)

Use of Service (cont'd)

Unlawful Use of Service (cont'd)

Termination of service shall take place after reasonable notice is provided to the telecommunications carrier, or as ordered by the Court.

If communications facilities have been physically disconnected by Law Enforcement officials at the premises where located, and if there is not presented to the Company the written finding of a court of competent jurisdiction authorizing such disconnection, then upon written request of the telecommunications carrier, and agreement to pay restoral of service charges and other applicable Service Charges, the Company shall promptly restore such service.

Interference With or Impairment of Service to Others

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers' or companies' customers.

/2/

/1/ Material now appears in Part 19, Section 2, Sheet Nos. 9 through 12.

/2/ Material formerly appeared on 3rd Revised Sheet No. 7 in this Section.

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PART 19 - Unbundled Network Elements and Number
Portability
SECTION 1 - General

15th Revised Sheet No. 6.2
Cancels
14th Revised Sheet No. 6.2

1. GENERAL (cont'd)

/1//2/

B. TERMS AND CONDITIONS (cont'd)

Liabilities

Liabilities Between Parties

Liability of the Company to the telecommunications carrier and the telecommunications carrier to the Company, resulting from any and all causes, shall not exceed the liability of the Company as set forth herein and in other Sections of this tariff. Specifically, the Company and the telecommunications carrier shall each be liable only for the service(s) or facility(ies) that each provides. Neither the Company nor the telecommunications carrier shall bear any responsibility for the services and facilities provided by the other, Affiliates of the other, or agents, subcontractors, or other persons retained by the other. Neither the Company nor the telecommunications carrier shall be liable for any act or omission of another telecommunications carrier (other than an Affiliate) providing a portion of a service. A Party's liability, whether in contract, tort or otherwise, to the other Party shall not exceed the amounts properly charged for the service or facility (ies) by such Party for the period of time during which such Party failed to provide the service(s) or facility(ies).

Notwithstanding the foregoing, except in cases of willful misconduct, in cases involving any Claim for a Loss associated with the installation, provision, termination, maintenance, repair or restoration of an individual Network Element provided for a specific customer of the telecommunications carrier, the Company's liability to the telecommunications carrier shall be limited to the greater of: (i) the total amount properly charged to the telecommunications carrier for the service or function not performed or improperly performed and (ii) the amount the Company would have been liable to its customer if the comparable retail service was provided directly to its customer.

/2/

/1/ Material now appears in Part 19, Section 2, Sheet Nos. 9 through 12.

/2/ Material formerly appeared on 2nd Revised Sheet No. 8 in this Section.

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PART 19 - Unbundled Network Elements and Number
Portability
SECTION 1 - General

9th Revised Sheet No. 6.3
Cancels
8th Revised Sheet No. 6.3

1. GENERAL (cont'd)

/1//2/

B. TERMS AND CONDITIONS (cont'd)

Liabilities (cont'd)

Liabilities Between Parties (cont'd)

In no case shall either the Company or the telecommunications carrier be liable to the other for any indirect, special, consequential, incidental or punitive damages, including, but not limited to, economic loss, lost business, revenues, or profits (collectively "Consequential Damages"), whether foreseeable or not, and regardless of notification by, the other party of the possibility of such damages. The Company and the telecommunications carrier agree that this allocation of risk and liability is fair and reasonable.

/2/

/1/ Material now appears in Part 19, Section 2, Sheet Nos. 9 through 12.

/2/ Material formerly appeared on 2nd Revised Sheet No. 9 in this Section.

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PART 19 - Unbundled Network Elements and Number
Portability
SECTION 1 - General

4th Revised Sheet No. 7
Cancels
3rd Revised Sheet No. 7

/1/

1. GENERAL (cont'd)

B. TERMS AND CONDITIONS (cont'd)

Liabilities (cont'd)

Liabilities to Other Parties

The telecommunications carrier and the Company shall each be responsible only for the service(s) and facility(ies) it provides, and neither shall bear any responsibility for the service(s) and facility(ies) provided by the other or a third party. Neither the Company nor the telecommunications carrier shall bear any responsibility for the services and facilities provided by the other, Affiliates of the other, or agents, subcontractors, or other persons retained by the other. Neither the Company nor the telecommunications carrier shall be liable for any act or omission of another telecommunications carrier (other than an Affiliate) providing a portion of a service. A Party's liability, whether in contract, tort or otherwise, to the other Party shall not exceed the amounts properly charged for the service or facility (ies) by such Party for the period of time during which such Party failed to provide the service(s) or facility(ies). Notwithstanding the foregoing, in cases involving any Claim for a Loss associated with the installation, provision, termination, maintenance, repair or restoration of an individual Network Element provided for a specific customer of the telecommunications carrier, except in cases of willful misconduct, the Company's liability to the telecommunications carrier shall be limited to the greater of: (i) the total amount properly charged to the telecommunications carrier for the service or function not performed or improperly performed and (ii) the amount the Company would have been liable to its customer if the comparable retail service was provided directly to its customer.

/2/

/2/

/1/ Material now appears on 18th Revised Sheet No. 6.1 in this Section.

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1. GENERAL (cont'd)

B. TERMS AND CONDITIONS (cont'd)

Liabilities (cont'd)

Liabilities to Other Parties (cont'd)

The telecommunications carrier and the Company shall indemnify, defend and hold each other harmless for and against any claim, loss or damage, asserted by any third party related to or arising out of the acts or omissions of the other party or by customers, employees, agents, or contractors of the other party against whom indemnification is sought. In such cases, the indemnifying party shall reimburse the other for all of the non-defending party's costs, expenses or judgments including attorney's fees. Each party agrees to notify the other promptly of any matters for which the foregoing indemnity may apply. Failure to so notify the indemnifying party shall not relieve such party of any liability or responsibility, except to the extent that such failure prejudices the ability of the indemnifying party to defend any action or claim. The indemnifying party shall have the right to defend against such liability or assertion in which event the indemnifying party shall give written notice to the indemnified party of acceptance of the defense of such claim and the identity of counsel selected by the indemnifying party. Until such time as indemnifying party provides such written notice of acceptance of the defense of such claim, the indemnified party shall defend such Claim, at the expense of the indemnifying party, subject to any right of the indemnifying party, to seek reimbursement for the costs of such defense in the event that it is determined that indemnifying party had no obligation to indemnify the indemnified party for such Claim. The indemnifying party shall have exclusive right to control and conduct the defense and settlement of any such claims subject to consultation with the Indemnified Party. The indemnifying party shall not be liable for any settlement by the indemnified party unless such indemnifying party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

/2/

/2/

/1/ Material now appears on 15th Revised Sheet No. 6.2 in this Section.

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PART 19 - Unbundled Network Elements and Number
Portability
SECTION 1 - General

3rd Revised Sheet No. 9
Cancels
2nd Revised Sheet No. 9

/1/

1. GENERAL (cont'd)

B. TERMS AND CONDITIONS (cont'd)

Liabilities (cont'd)

Liabilities to Other Parties (cont'd)

At any time, an indemnified party shall have the right to refuse a compromise or settlement and, at such refusing party's cost, to take over such defense; provided that in such event the indemnifying party shall not be responsible for, nor shall it be obligated to indemnify the relevant indemnified party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the indemnifying party, the relevant indemnified party shall be entitled to participate with the indemnifying party in such defense if the claim requests equitable relief or other relief that could affect the rights of the indemnified party and also shall be entitled to employ separate counsel for such defense at such indemnified party's expense. If the indemnifying party does not accept the defense of any indemnified claim as provided above, the relevant indemnified party shall have the right to employ counsel for such defense at the expense of the indemnifying party. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each Party shall be available to the other party with respect to any such defense, subject to any applicable restrictions and limitations set forth elsewhere in this Tariff.

/2/

/2/

/1/ Material now appears on 9th Revised Sheet No. 6.3 in this Section.

/2/ Material formerly appeared on 1st Revised Sheet No. 12 in this Section.

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1. GENERAL (cont'd)

B. TERMS AND CONDITIONS (cont'd)

Liabilities (cont'd)

Liabilities to Other Parties (cont'd)

The telecommunications carrier and the Company shall indemnify, defend and hold each other harmless for and against any claim, loss or damage, asserted by any person related to or arising out of the acts or omissions of the other party or by customers, employees, agents, or contractors of the other party against whom indemnification is sought. In such cases, the indemnifying party shall reimburse the other for all of the non-defending party's costs, expenses or judgments including attorney's fees. Each party agrees to notify the other promptly of any matters for which the foregoing indemnity may apply. Failure to so notify the indemnifying party shall not relieve such party of any liability or responsibility, except to the extent that such failure prejudices the ability of the indemnifying party to defend any action or claim. The indemnifying party shall have the right to defend against such liability or assertion in which event the indemnifying party shall give written notice to the indemnified party of acceptance of the defense of such claim and the identity of counsel selected by the indemnifying party. Until such time as indemnifying party provides such written notice of acceptance of the defense of such claim, the indemnified party shall defend such Claim, at the expense of the indemnifying party, subject to any right of the indemnifying party, to seek reimbursement for the costs of such defense in the event that it is determined that indemnifying party had no obligation to indemnify the indemnified party for such Claim. The indemnifying party shall have exclusive right to control and conduct the defense and settlement of any such claims subject to consultation with the Indemnified Party. The indemnifying party shall not be liable for any settlement by the indemnified party unless such indemnifying party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

/2/

/2/

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ILLINOIS BELL
TELEPHONE COMPANY

Ameritech

Tariff

ILL. C.C. NO. 20
PART 19 SECTION 1

PART 19 - Unbundled Network Elements and Number
Portability
SECTION 1 - General

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ILLINOIS BELL
TELEPHONE COMPANY

Ameritech

Tariff

ILL. C.C. NO. 20
PART 19 SECTION 1

PART 19 - Unbundled Network Elements and Number
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SECTION 1 - General

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/1/

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ILLINOIS BELL
TELEPHONE COMPANY

Ameritech

Tariff

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PART 19

SECTION 1

PART 19 - Unbundled Network Elements and Number
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